

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**REQUEST FOR PROPOSALS for
Medical/RX Benefits for HACP Employees
RFP# 650-18-14**

**Due:
September 15, 2014
2:00 P.M.**

**To: Mr. Kim Detrick
Procurement Director/
Contracting Officer
100 Ross Street
2nd Floor, Suite 200
Pittsburgh, PA 15219**

SECTION I INTRODUCTION

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq. as amended and the Housing Authority Law of Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq. as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.”

The HACP has approximately 319 employees and services over 10,000 residents. The Authority itself maintains approximately 5208 units of rental housing; and, through its Housing Choice Voucher Program (HVC)/Section 8 program, funds the rental of more than approximately 5247 other units of privately owned housing.

Major operational departments include Property Management, Maintenance, Occupancy, Housing Choice Voucher Program and Development and Modernization. Major administrative departments include Legal, Finance, Management Information Systems, and Human Resources. Our public and community relations departments are Community Affairs and Resident Self-Sufficiency. All departments work together to achieve the goals of the Authority that are set by the Board of Commissioners. Day to day decision-making rests with the Executive Director, who reports to the Board of Commissioners on a regular basis.

The Housing Authority of the City of Pittsburgh seeks proposals from persons or organizations qualified to provide: Medical/RX Benefits for HACP Employees.

The Authority is contemplating the award of a professional service contract or contracts for a period of three (3) years, in the form of the Sample Contract (**Attachment A**) through this solicitation process.

Any questions regarding this Request for Proposal should be in writing and directed to:

Mr. Kim Detrick – Procurement Director/Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor, Suite 200
Pittsburgh, PA 15219
412.456.5116, Option 1
412.456.5007 fax
kim.detrick@hacp.org

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, www.hacp.org

Following are the Key Dates associated with this Request for Qualifications:

September 15, 2014
2:00 p.m.

Deadline for Submission of Proposals

Kim Detrick – Procurement
Director/Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street 2nd Floor, Suite 200
Pittsburgh, PA 15219

September 4, 2014
10:00 a.m.

Pre-submission Meeting:

Housing Authority of the City of Pittsburgh
200 Ross Street
Human Resource Dept. 1st Fl.
Pittsburgh, PA 15219

September 5, 2014
2:00 p.m.

Deadline for the submission of written
questions.

****Deadlines are subject to extension at HACP discretion and will be communicated as an
addendum to this solicitation.**

SECTION II Scope of Services

Medical and Rx Insurance

1. Provide employee benefits in the area(s) of Health/Rx benefits for Housing Authority City of Pittsburgh full-time employees, spouses of employees, and their children as well as for COBRA participants.
2. Provide online access to benefits data and claim status information. Also provide toll-free access to automated benefits or live customer service representatives.
3. Assist HACP with the management of an employee Wellness Program and provide materials needed for participants.
4. Manage/pay claims in accordance with the contract issued as a result of an award emanating from this RFP.
5. Provide an adjudication system to members for dispute resolution.
6. Issue monthly bills to the Authority based on enrollment and contracted tier structure rates.
7. Provide at least 2 members in the Human Resources Department of the Housing Authority access to awardee's electronic system to enroll participants, and to manage other appropriate administrative functions. Provide training on system as needed.
8. Attend meetings with the Housing Authority on a quarterly basis to review/analyze data and develop solutions to educate work force and contain costs. Provide any necessary reports and data needed to ensure full analysis.
9. Comply with all HIPPA regulations, including safeguarding the privacy and confidential medical data of members enrolled through the Housing Authority.
10. Provide a dedicated Account Representative to answer questions and assist HACP Human Resources personnel when needed.
11. Provide any necessary materials needed for open enrollment of the work force and COBRA participants.
12. Provide the Housing Authority with new hire packets for distribution to new employees during orientation process.
13. Perform any other services not expressly stated but considered to be an industry standard for employee benefit insurance programs, including but not limited to health information telephonic services, targeted preventive educational programming, 24-hour on-call assistance, health insurance coverage while out of area, negotiating contracts with service providers to contain costs, etc.
14. Provide any and all other services necessary to assure an effective employee medical/rx benefit program.

SECTION III GENERAL REQUIREMENTS

An Offeror may be an individual or a business corporation, partnership, firm, joint venture or other legal entity duly organized and authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by HACP.

If an Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information and HACP discovers it thereafter, then HACP could terminate the contract.

Each Offeror must be in good standing with HACP, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.

If Offeror is not in good standing with HACP, and/or any Federal, State or Municipality this must be disclosed.

Offeror must have and maintain all necessary insurance to cover malpractice liability and workers' compensation and submit proof of it with their proposal submission.

SECTION IV CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the *Instructions to Offerors Non-Construction* provided in **Attachment B** and *General Conditions – Non Construction* provided in **Attachment C**. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit one original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD, and one (1) original paper, one (1) paper copy and (1) electronic copy in .PDF format of the fee proposal in a **separate sealed envelope**. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter)
2. Type of Organization; Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - (b) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Previous Related Experience

1. The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. Name of the contracting entity.
2. Name, title and a telephone number of a contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
3. In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.
4. All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

C. Proposed Staffing and Sub-consultants Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants for this contact:

1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Qualifications.
2. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Qualifications. Please include the individual's role in each project and all relevant aspects of each project.

D. Methodology

Project Approach: Provide a brief narrative of the Offeror's approach to the services described in this Request for Qualifications. **Availability:** Describe the availability of the Staff proposed and the turnaround time for each request to be made by the Authority.

E. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors provided in **Attachment D**.

F. Minority and Women Business Participation Plan

HACP MBE and WBE Goals. It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent (7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

Proposals submitted in response to this solicitation **MUST** include an MBE/WBE participation plan which, at a minimum, demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. HACP's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with HACP or lesser number if the contractor provides documentation that ten (10) certified

MBE and ten (10) certified WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to HACP may be deemed non-responsive by HACP.

If you have any questions regarding the HACP MBE/WBE goals please contact Ms. Danielle Davis, MBE/WBE Compliance Specialist, by e-mail at Danielle.Davis@HACP.org or by contacting her at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, 2nd Floor, Pittsburgh PA 15219, telephone (412) 456-5000, Ext. 8506. Proposals must demonstrate how the Offeror intends to meet or exceed these goals. Also, complete the table provided in **Attachment E** and include with your proposal.

G. Section 3 Participation

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the “Act”) requires the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development (“HUD”), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

To comply with the Act HACP requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran’s or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP’s Section 3 program in an amount consistent with the chart below.

Below are the HACP Section 3 Guidelines as listed in the HACP Program Manual:

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	½ to 1 % of the labor dollars

*****A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org***

A copy of HUD's Section 3 requirement is provided in Attachment F. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Cynthia Marbury, by e-mail at Cynthia.Marbury@hacp.org or by telephone (412) 456-5000 ext. 1026. Or contact Lloyd C. Wilson, Jr. by email at Lloyd.Wilson@hacp.org or by telephone at 412-456-5000 ext. 1048. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Also, complete **Attachment F Section 3 Opportunities Plan** and include with your proposal.

Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to HACP shall be deemed non-responsive by HACP.

H. Firm Demographics

Provide demographic description of all employees of your firm using the table provided in Attachment G.

I. TIN/W-9 Form

Complete a W-9 Request for Tax Payer Identification Number and Certification, as provided in Attachment H.

J. MBE/WBE Letter of Intent

Complete a Letter of Intent for each MBE/WBE firm contacted. A sample letter is provided in Attachment I.

SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Experience of Offeror: **Maximum 15 points**

Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing the services described in this Request for Proposals.

Capacity: **Maximum 15 points**

Demonstrated ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation.

Proposed Fee: **Maximum 30 points**

Proposed rates and level of service are reasonable and appropriate in relation to the services requested.

Methodology: **Maximum 15 points**

The Offeror's proposed methodology is reasonable and logical and will ensure that HACP requirements will be met and indicates that the Offeror has a clear understanding of the scope of services required.

MBE/WBE Participation **Maximum 10 points**

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirement and goals related to Minority/Women Business Participants.

Section 3 **Maximum 15 points**

Demonstrated commitment to assist the HACP in meeting its requirements and goals related to Section 3.

Deductions

Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 24 C.F.R. Section 85.36 (d)(3), Employee Assistance Program are being procured as described in Section II of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **Thursday, September 4, 2014 at 10 AM. At 200 Ross Street, HR Dept. 1st Floor, Pittsburgh, PA 15219.** Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

Although not mandatory, all prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the Request for Qualifications.

Each firm shall submit in writing to the Procurement Director/Contracting Officer to request additional information as follows:

1. Describe any items, information, reports or the like, if any, that the Proposer will require from the HACP in order to comply with the scope of Services.
2. Identify any revisions to the Sample Contract that the Proposer will require in order to provide the services identified herein. Proposers are required to submit requests for revisions to the Contract, if any, to the HACP in writing at the time of proposal submission.

1. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, electronic mail, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses.

2. Submission of Proposals and/or Amendments to Proposals; Deadlines

Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

Mr. Kim Detrick
Procurement Director/Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor Suite 200
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **September 15, 2014 at 2:00 p.m.**, regardless of the selected delivery mechanism.

Each Response will be date-time stamped immediately upon its receipt at HACP to document its timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

B. Evaluation and Award Process

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Qualifications. HACP may allow an Offeror to correct minor deficiencies in its Proposal that do not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP Evaluation Committee. HACP's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section V of this Request for Qualifications.

HACP reserves the right to interview Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

HACP will perform a responsibility determination of the highest ranked Offeror which may include reference and financial background checks.

HACP will award a contract to the highest-ranked Offeror or Offerors determined to be responsive and responsible and whose offer is in the best interest of HACP.

HACP shall not be responsible for and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

Prior to contract execution of any professional service contracts which have a potential amount of \$25,000.00 or greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contract which has a potential amount of \$50,000.00 or more is subject to approval by the HACP Board of Directors.

ATTACHMENT A

CONTRACT

(Shaded areas of the contract and Contract Exhibits must be filled out and Agreement returned with proposal)

**PROFESSIONAL SERVICE CONTRACT
FOR
Medical/RX Insurance for HACP Employees**

This Agreement is made as of _____ between THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH, a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 200 Ross Street, Pittsburgh, Pennsylvania 15219 (the "Authority"), and _____ having its principle office at _____, (the "Contractor").

PREAMBLE

Authority desires the Contractor to provide Medical/RX Benefits for HACP Employees.

Contractor desires to provide to the Authority Medical/RX Benefits for HACP Employees.

AGREEMENT

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby agree as follows:

1. **Engagement.** Authority hereby engages Contractor to render the following services set forth on Exhibit A (the "Services").

Contractor hereby accepts such engagement and covenants that Contractor will devote and will cause its employees to devote their best efforts, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by Authority and Contractor.

It is understood that the Contractor's Services shall be rendered at such times and places as directed by Authority.

Authority may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the rates or the time required for performance of the Services, Authority shall make an equitable adjustment in the rates and the time required for performance of the Services, and shall modify this Agreement accordingly.

2. **Contractor Conflicts.** Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. Contractor is charged with the responsibility to promptly disclose to Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of Authority, during

his or her tenure or for one year thereafter, shall have any interest in this Agreement or the proceeds thereof.

Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(b) hereof.

3. **Compensation.** In full compensation for the Services to be rendered by Contractor to Authority hereunder, Authority agrees to pay Contractor for the Services in accord with the Fee Schedule set forth on **Exhibit B**; however, the compensation of costs for services is a Not to Exceed Fee of \$_____. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of Authority.

Contractor shall submit monthly invoices to Authority, which invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to Authority.

Contractor shall use its reasonable business efforts to submit invoices within 45 days of rendering Services.

All invoices should be mailed to: Housing Authority of the City of Pittsburgh
100 Ross St., 2nd Floor, Suite 200
Pittsburgh, PA 15219
Attn: Invoicing and Receiving

Authority shall use its reasonable business efforts to process and pay each such invoice within 30 days of its receipt.

4. **Term.** The commencement date for performing the Services shall be the date of this Agreement, listed above, and will continue for a period of three (3) years, unless sooner terminated as provided herein.

5. Contractor's Obligations. Contractor shall comply with the following:

(a) If requested, Contractor will submit monthly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of three years after all payments required herein are made and all other pending matters are closed.

(b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.

(c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated or registered to do business in Pennsylvania under the laws of the Commonwealth of Pennsylvania, Contractor shall provide a copy of its annual Audit or Review, whichever is required to the Pennsylvania Bureau of Charitable Organizations.

(d) If Contractor is a Subrecipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

6. Insurance. Contractor will obtain and maintain (a) workers' compensation insurance in accordance with State Workers' Compensation Law; and (b) liability insurance with a combined single limit of not less than \$100,000 per occurrence with insurers reasonably acceptable to the Authority. Authority will be named as an additional insured on each of such liability policies and such coverage shall be on a primary and non contributory basis. Contractor will deliver to Authority certificates evidencing such policies prior to the commencement of the Services, and will deliver evidence of the renewal or replacement of such policies at least 30 days prior to the expiration thereof. Each of such policies will contain a waiver of the insurer's rights of subrogation against Authority.

7. Termination.

(i) The Authority may terminate this Agreement for convenience upon 30 days' prior written notice to the Contractor.

(ii) This Agreement shall terminate automatically without notice upon the occurrence of any of the following events:

(a) A material breach of this Agreement by Contractor;

(b) Contractor or Contractor's employees engaging in conduct materially injurious to the Authority or to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;

(c) Contractor's refusal to substantially perform the Services;

(d) Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or

(e) Contractor files a petition in bankruptcy or such petition is filed against Contractor.

Authority shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) Authority may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred by Authority. Authority may

withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to Authority by Contractor.

8. Minority/Women Participation. Contractor shall use its best efforts to ensure that minority-owned businesses and women's business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with federal funds provided under this contract. In this regard, Contractor shall take all necessary steps in accordance with 24 CFR 85.36(e), to ensure that minority-owned businesses and women's business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Housing and Urban Development.

Failure of Contractor to carry out the requirements set forth in 24 CFR 85.36(e) shall constitute a breach of contract and, after notification from the U.S. Department of Housing and Urban Development or Authority, may result in termination of this contract or such other remedy as is deemed appropriate.

For the purpose hereof, a minority-owned business shall mean sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least 51% ownership. The minority group members must have operational control and interest in capital and earnings commensurate with their respective percentage of ownership. Furthermore, to qualify as a minority-owned business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority. Minority group members include, but are not limited to, African-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and Hasidic Jewish American.

A women's business enterprise is defined as a sole proprietorship, partnership or corporation owned, operated and controlled by women who have at least 51% ownership. Women must have operational control and interest in capital and earnings commensurate with their respective percentage ownership. Furthermore, to qualify as a women's business enterprise, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to Authority.

In the event of a contractor's failure to comply with the equal employment opportunity and affirmative action provisions, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders referenced within this contract, HACP, at its discretion, may exercise any one or more of the following rights and remedies:

- i. cancel, terminate or suspend the contract in whole or in part
- ii. recover from the Contractor, by set off against the unpaid portion of the contract, as liquidated damages and not as a penalty, an agreed upon sum for each day that the contractor fails to comply with the contract, the sum being fixed and agreed upon by and between contractor and HACP

because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which HACP would sustain in the event of such a breach

- iii. such other rights and remedies (which are cumulative and not exclusive) available under applicable law on in equity.

9. **Acceptance of the Services.** Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within 10 days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections within a reasonable time after notice to do so from the Authority, or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 7(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

10. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.

11. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.

12. **Indemnification.** Contractor agrees to indemnify and hold Authority harmless from any and all claims, damages, liabilities, costs and expenses (collectively "Claims") arising out of or in connection with Contractor's or its employees' performance of the Services on behalf of Authority.

13. **Independent Contractor.** Contractor shall perform the Services hereunder as an independent contractor and not as an agent or employee of the Authority. Contractor shall be responsible for paying any and all required Federal, state or local taxes arising from the performance of the Services. Contractor agrees to remove any employee from the performance of the Services at the request of Authority.

14. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.

15. **Inspections; Work Product.** Pursuant to 24 CFR 85.36(i)(10) and (11), access shall be given by Contractor to Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of Authority in perpetuity. "Work product" shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that Authority may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Contractor.

16. **Return of Authority Property.** Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Authority's obligation to make final payment to Contractor following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.

17. **Third Party Solicitation.** Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

18. **Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to Authority a final release ("Release"), in a form acceptable to Authority, of all claims against Authority by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.

19. **Disputes.** All disputes arising under or related to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

- (a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Authority against the contractor shall be subject to a written decision by the Contracting Officer.
- (b) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (c) The Contracting Officer's decision shall be final unless the Contractor

- 1) Appeals in writing to a higher level in the Authority in accordance with the Authority's policy and procedures;
 - 2) Refers the appeal to an independent mediator or arbitrator; or
 - 3) Files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of Contracting Officer's decision.
- (d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action under or relating to the contract, and comply with any decision of the Contracting Officer.

20. Notices. All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to the Authority: Housing Authority of the City of Pittsburgh
Steven Leonard
200 Ross Street, 1st Floor
Human Resource Department
Pittsburgh, PA 15219
412-456-5000 x6501
Ashley.Battles@hacp.org

And a copy of the notice or other communication should be sent to:

Housing Authority of the City of Pittsburgh
100 Ross Street 2nd Floor, Suite 200
Pittsburgh, PA 15219
Attn: Kim Detrick, Procurement Director

If to Contractor: Name: _____
Address: _____

Phone/Fax: _____

21. Compliance with Law. Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- (a) Non-Debarment Certificate (Exhibit C)

- (b) Certification re: Lobbying (Exhibit D)
- (c) Disclosure of lobbying activity (Exhibit E)
- (d) Conflict of Interest (Exhibit F)

22. **Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

23. **Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

- i. References to be provided upon request.

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**SIGNATURE PAGE TO
PROFESSIONAL SERVICE CONTRACT
FOR
MEDICAL/RX BENEFITS FOR HACP EMPLOYEES**

HOUSING AUTHORITY OF THE CITY
OF PITTSBURGH

Date: _____

By: _____
Contracting Officer

Vendor Name

Date: _____

By: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

Medical and Rx Insurance

1. Provide employee benefits in the area(s) of Health/Rx benefits for Housing Authority City of Pittsburgh full-time employees, spouses of employees, and their children as well as for COBRA participants.
2. Provide online access to benefits data and claim status information. Also provide toll-free access to automated benefits or live customer service representatives.
3. Assist HACP with the management of an employee Wellness Program and provide materials needed for participants.
4. Manage/pay claims in accordance with the contract issued as a result of an award emanating from this RFP.
5. Provide an adjudication system to members for dispute resolution.
6. Issue monthly bills to the Authority based on enrollment and contracted tier structure rates.
7. Provide at least 2 members in the Human Resources Department of the Housing Authority access to awardee's electronic system to enroll participants, and to manage other appropriate administrative functions. Provide training on system as needed.
8. Attend meetings with the Housing Authority on a quarterly basis to review/analyze data and develop solutions to educate work force and contain costs. Provide any necessary reports and data needed to ensure full analysis.
9. Comply with all HIPPA regulations, including safeguarding the privacy and confidential medical data of members enrolled through the Housing Authority.
10. Provide a dedicated Account Representative to answer questions and assist HACP Human Resources personnel when needed.
11. Provide any necessary materials needed for open enrollment of the work force and COBRA participants.
12. Provide the Housing Authority with new hire packets for distribution to new employees during orientation process.
13. Perform any other services not expressly stated but considered to be an industry standard for employee benefit insurance programs, including but not limited to health information telephonic services, targeted preventive educational programming, 24-hour on-call assistance, health insurance coverage while out of area, negotiating contracts with service providers to contain costs, etc.
14. Provide any and all other services necessary to assure an effective employee medical/rx benefit program.

EXHIBIT B
FEE SCHEDULE

Contractor will be paid based on the following:

***Attachment K, Fee Sheet of RFP # 650-18-14
To be incorporated here.***

EXHIBIT C - CERTIFICATION OF PROPOSER

REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) _____ CERTIFIES
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF
THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND
UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ.
ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT D - CERTIFICATION REGARDING LOBBYING

I, _____,
Hereby Certify on (Name and Title of Authorized Official)

Behalf of _____ that
(Subcontractor)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf _____ of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature and Title of Authorized Official

EXHIBIT E - DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:		5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime. Congressional District, if known:
6. Federal Department/Agency:		6. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):
I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (1/96)

Authorized for Local Reproduction

Standard Form LLL (1/96)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

EXHIBIT F - CONFLICTS OF INTEREST

_____ ("Contractor") certifies
that:

1. No employee, officer, or agent of the Housing Authority of the City of Pittsburgh ("HACP") participated in the selection, or in the award or administration of the Contractor's Agreement with HACP, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HACP employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents (iv) his or her business associates or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACP.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACP during his or her tenure nor for one year thereafter shall any officer, agent or employee of HACP have any interest, direct or indirect, in the Contract Agreement, including the proceeds thereof.

CONTRACTOR

Date: _____, 2014

By: _____

Name: _____

Title: _____

ATTACHMENT B

Instructions to Offerors
Non-ConstructionU.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ATTACHMENT C

GENERAL CONDITIONS FOR NONCONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT C.1 – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____ Signature: _____
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____
Title: _____

Certifications and Representations of Offerors Non-Construction Contract

ATTACHMENT D

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Offeror: _____

RFP#: _____

Due Date: _____

ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY**I. SMALL BUSINESS PARTICIPATION**

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", are any Consultants classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", are any Consultants classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

All MBE/WBE firms must be certified in order for the MBE/WBE participation plan to be complete, copies of MBE/WBE Certification or documentation must be included for all firms. MBE/WBE commitment letters must be included and signed by both you and the MBE/Firm.

ATTACHMENT F - Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____

SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS) during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability must be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.

The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.

When Tier I is selected, the Contractor shall complete the following table as instructed below:

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income HACP residents
- (5) The number currently filled by City of Pittsburgh neighborhood area residents
- (6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low income HACP Residents (LIPH) and/or
- (8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)



SECTION 3 OPPORTUNITIES PLAN

[illegible]

LIPH – HACP low income public housing resident

ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:



SECTION 3 OPPORTUNITIES PLAN

☐ Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

In a one (1) page letter on your firm's letterhead:

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

☐ Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

- 1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
- 2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

☐ Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.



SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

ATTACHMENT G - Firm Demographics																	
		Male							Female							Total # of American Minorities	
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority		Foreign
Partner																	
Associate																	
Professional																	
Secretarial																	
Clerical																	
Other																	
Total																	

Explain all other American Minority:

Be certain that the numbers in this table are accurate and add up correctly.

ATTACHMENT H

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶ Date ▶	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:		
<ul style="list-style-type: none"> • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). 		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
<ul style="list-style-type: none"> • The U.S. owner of a disregarded entity and not the entity. 		

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

Instructions for completing this form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Attachment I
Sample M/WBE Commitment Letter

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: _____

Estimated Dollar Value: _____

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

ATTACHMENT J

Previous Related Experience - References

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFP. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at any time prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 1</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 2</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

<i>Reference 3</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
<i>1</i>			
<i>2</i>			
<i>3</i>			
<i>4</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			

Previous Related Experience – Last three (3) jobs

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 4</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 5</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

<i>Reference 6</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			

Previous Related Experience – HACP Project

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<i>Reference 7</i>			
<i>Project:</i>			
<i>Contact:</i>			
<i>Contact Telephone Number:</i>			
<i>Contract Amount:</i>			
<i>Change Orders/Addenda or Amendments to Contract</i>			
<i>Number</i>	<i>Total \$ Value per Change</i>	<i>Description of Change</i>	<i>Reason for Change</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

ATTACHMENT K

Medical/RX Benefits for HACP Employees

RFP#650-18-14

FEE SHEET

To be submitted in a separate sealed envelope

PRICE IS TO BE LISTED PER THE FOLLOWING:

	Year 1	Year 2 Max Ceiling Amount	Year 3 Max Ceiling Amount
Individual Employee	\$	%	%
Employee and Child	\$	%	%
Employee and Children	\$	%	%
Employee and Spouse	\$	%	%
Employee and Family	\$	%	%

Company Name (Printed): _____

Name (Printed): _____

Title: _____

Address: _____

Phone/Fax: _____

Email Address: _____

Signature: _____

ATTACHMENT J

HACP Employee Census Information

Employee #	Employment Category	Age	Birth Date	Sex	Benefit Description	Tier Description
0007	F	62.55	12/21/1951	M	EPO	Employee + Family
0023	F	48.65	11/10/1965	F	EPO	Employee + Family
0111	F	51.10	6/2/1963	M	EPO	Employee
0114	F	58.31	3/18/1956	F	EPO	Employee
0115	F	58.54	12/26/1955	F	EPO	Employee
0137	F	51.48	1/15/1963	M	EPO	Employee + Family
0147	F	55.68	11/3/1958	F	EPO	Employee + Child
0149	F	43.19	4/28/1971	F	EPO	Employee + Family
0151	F	43.47	1/17/1971	F	EPO	Employee + Family
0160	F	41.47	1/13/1973	M	EPO	Employee + Family
0185	F	61.71	10/25/1952	M	EPO	Employee + Family
0189	F	53.08	6/9/1961	F	EPO	Employee
0220	F	51.90	8/15/1962	M	POS	Employee
0250	F	40.50	1/5/1974	F	EPO	Employee + Child
0251	F	48.04	6/21/1966	F	EPO	Employee + Child
0255	F	61.05	6/23/1953	F	EPO	Employee
0277	F	43.94	7/28/1970	M	POS	Employee
0293	F	61.71	10/24/1952	F	EPO	Employee
0310	F	66.66	11/14/1947	M	EPO	Employee
0311	F	58.93	8/6/1955	M	EPO	Employee + Child
0327	F	33.81	9/12/1980	F	EPO	Employee
0349	F	44.54	12/20/1969	F	EPO	Employee
0352	F	62.13	5/25/1952	M	POS	Employee + Spouse
0366	F	42.97	7/17/1971	M	POS	Employee + Family
0367	F	47.42	2/3/1967	M	EPO	Employee + Family
0385	F	48.97	7/18/1965	M	EPO	Employee + Family
0410	F	53.57	12/12/1960	M	EPO	Employee + Spouse
0411	F	51.57	12/12/1962	M	EPO	Employee + Child
0435	F	35.62	11/21/1978	F	EPO	Employee
0460	F	56.91	8/12/1957	M	EPO	Employee
0467	F	49.23	4/15/1965	M	EPO	Employee
0469	F	51.92	8/8/1962	M	EPO	Employee
0478	F	37.67	11/1/1976	M	POS	Employee + Spouse
0486	F	51.74	10/10/1962	F	EPO	Employee + Child
0489	F	26.77	9/24/1987	M	EPO	Employee
0517	F	64.17	5/11/1950	M	EPO	Employee
0521	F	58.21	4/24/1956	M	POS	Employee

Housing Authority of the City of Pittsburgh

*Medical/RX Benefits for HACP Employees
RFP # 650-18-14*

0533	F	46.78	9/25/1967	M	EPO	Employee + Spouse
0535	F	49.28	3/25/1965	M	EPO	Employee + Family
0565	F	36.33	3/5/1978	M	EPO	Employee + Child
0571	F	56.78	9/29/1957	M	EPO	Employee
0575	F	60.74	10/12/1953	M	EPO	Employee + Spouse
0581	F	36.05	6/17/1978	F	EPO	Employee
0585	F	49.10	5/31/1965	M	EPO	Employee + Family
0591	F	57.27	3/31/1957	M	EPO	Employee + Spouse
0602	F	56.31	3/19/1958	M	POS	Employee
0614	F	51.95	7/25/1962	F	EPO	Employee + Child
0623	T	54.77	9/30/1959	M	EPO	Employee + Child
0627	F	40.81	9/11/1973	M	EPO	Employee + Spouse
0630	F	61.54	12/25/1952	M	EPO	Employee + Spouse
0640	F	61.66	11/10/1952	M	EPO	Employee + Spouse
0646	F	64.91	8/13/1949	F	EPO	Employee + Spouse
0650	F	55.56	12/18/1958	M	EPO	Employee + Spouse
0651	F	61.55	12/22/1952	F	EPO	Employee + Spouse
0653	F	65.92	8/9/1948	M	EPO	Employee
0655	F	49.70	10/25/1964	F	EPO	Employee
0659	F	37.09	6/1/1977	F	EPO	Employee
0666	F	43.85	8/31/1970	F	EPO	Employee + Child
0692	F	60.69	10/31/1953	F	POS	Employee + Family
0695	F	44.74	10/9/1969	M	EPO	Employee + Family
0710	F	39.68	10/31/1974	F	EPO	Employee
0746	F	34.95	7/22/1979	F	EPO	Employee
0750	F	47.32	3/11/1967	F	EPO	Employee + Child
0752	F	40.90	8/9/1973	M	EPO	Employee + Family
0756	F	37.51	12/31/1976	M	POS	Employee + Family
0757	F	31.01	6/30/1983	M	EPO	Employee + Spouse
0758	F	57.95	7/28/1956	M	EPO	Employee + Family
0761	F	41.64	11/13/1972	M	EPO	Employee
0798	F	36.42	1/30/1978	F	EPO	Employee
0801	F	35.96	7/19/1978	F	POS	Employee
0804	F	60.78	9/29/1953	M	EPO	Employee + Spouse
0805	F	59.43	2/2/1955	M	EPO	Employee + Spouse
0806	F	45.88	8/20/1968	M	EPO	Employee + Family
0812	F	31.32	3/8/1983	M	EPO	Employee + Family
0855	F	67.10	6/5/1947	M	POS	Employee + Spouse
0861	F	43.60	11/28/1970	M	POS	Employee + Family
0864	F	25.92	7/30/1988	M	POS	Employee
0869	F	43.94	7/27/1970	F	EPO	Employee + Child
0905	F	63.12	5/28/1951	M	POS	Employee
0910	F	41.27	3/27/1973	F	EPO	Employee

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0920	F	35.54	12/19/1978	M	EPO	Employee
0934	F	45.63	11/18/1968	F	EPO	Employee + Family
0941	F	59.78	9/27/1954	M	EPO	Employee + Spouse
0944	F	36.79	9/19/1977	F	EPO	Employee + Child
0952	F	55.78	9/28/1958	M	POS	Employee + Family
0954	F	56.14	5/18/1958	M	EPO	Employee
0956	F	66.24	4/15/1948	F	POS	Employee
0967	F	54.20	4/25/1960	M	EPO	Employee + Family
0972	F	50.22	4/19/1964	M	POS	Employee
0979	F	35.70	10/22/1978	M	EPO	Employee
0980	F	55.82	9/12/1958	M	EPO	Employee
0981	F	45.13	5/21/1969	F	EPO	Employee + Family
0983	F	30.03	6/20/1984	M	EPO	Employee
0984	F	40.57	12/9/1973	F	EPO	Employee + Child
0986	F	58.75	10/9/1955	F	POS	Employee + Child
0987	F	27.68	10/27/1986	F	EPO	Employee + Child
0992	F	57.15	5/14/1957	F	POS	Employee + Spouse
0996	F	61.72	10/22/1952	F	EPO	Employee
1002	T	39.91	8/6/1974	F	EPO	Employee
1004	F	67.20	4/30/1947	F	POS	Employee
1006	F	31.61	11/24/1982	F	EPO	Employee + Child
1009	F	40.41	2/7/1974	M	EPO	Employee
1012	F	28.33	3/5/1986	F	EPO	Employee + Child
1013	F	52.93	8/2/1961	F	POS	Employee + Child
1016	F	42.53	12/26/1971	F	EPO	Employee
1021	F	47.19	4/29/1967	M	EPO	Employee + Family
1043	F	30.45	1/21/1984	M	EPO	Employee
1044	F	30.10	5/27/1984	M	EPO	Employee
1045	F	28.19	4/24/1986	M	EPO	Employee
1047	F	28.40	2/6/1986	F	POS	Employee + Spouse
1048	F	46.24	4/11/1968	F	POS	Employee
1050	F	28.99	7/5/1985	M	EPO	Employee
1051	F	27.37	2/17/1987	F	EPO	Employee
1055	F	33.79	9/16/1980	F	EPO	Employee + Spouse
1056	F	32.87	8/20/1981	F	EPO	Employee
1057	F	40.75	10/4/1973	F	EPO	Employee
1058	F	57.46	1/23/1957	M	EPO	Employee + Family
1071	F	48.10	5/30/1966	M	EPO	Employee + Family
1076	F	43.91	8/8/1970	F	EPO	Employee
1077	F	58.26	4/4/1956	M	POS	Employee + Spouse
1078	F	47.55	12/19/1966	M	EPO	Employee + Child
1080	F	31.03	6/23/1983	F	EPO	Employee + Child
1082	F	51.29	3/23/1963	F	EPO	Employee + Child

*Housing Authority of the City of Pittsburgh**Medical/RX Benefits for HACP Employees
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1085	F	60.17	5/10/1954	M	EPO	Employee
1087	F	34.60	11/27/1979	M	EPO	Employee + Family
1090	F	62.31	3/20/1952	M	EPO	Employee + Spouse
1094	F	29.41	2/1/1985	M	EPO	Employee
1096	F	43.36	2/25/1971	M	POS	Employee + Family
1097	F	53.18	5/3/1961	M	EPO	Employee
1098	F	60.05	6/22/1954	F	EPO	Employee + Spouse
1099	F	60.74	10/13/1953	M	EPO	Employee + Family
1103	F	28.96	7/15/1985	M	EPO	Employee
1109	F	40.71	10/20/1973	F	EPO	Employee + Child
1110	F	47.45	1/22/1967	M	EPO	Employee
1112	F	33.61	11/21/1980	M	EPO	Employee + Family
1113	F	39.18	4/30/1975	F	EPO	Employee + Child
1114	F	24.12	5/18/1990	F	POS	Employee
1115	F	27.04	6/18/1987	F	EPO	Employee
1118	F	54.20	4/26/1960	F	EPO	Employee
1119	F	56.57	12/12/1957	M	POS	Employee + Family
1121	F	58.29	3/25/1956	M	POS	Employee
1123	F	30.76	9/27/1983	M	EPO	Employee
1124	F	27.31	3/12/1987	M	EPO	Employee + Family
1125	F	51.31	3/17/1963	M	POS	Employee
1129	F	23.09	5/28/1991	M	POS	Employee
1131	F	25.00	7/2/1989	M	EPO	Employee
1132	F	29.36	2/19/1985	F	EPO	Employee
1133	F	42.82	9/8/1971	F	POS	Employee
1136	F	40.09	6/3/1974	F	POS	Employee
1137	F	65.95	7/28/1948	M	EPO	Employee + Family
1138	F	43.33	3/7/1971	F	EPO	Employee + Spouse
1142	F	36.46	1/18/1978	M	EPO	Employee
1144	F	31.02	6/27/1983	F	EPO	Employee
1197	F	42.40	2/11/1972	M	EPO	Employee
1201	F	27.39	2/8/1987	F	EPO	Employee + Spouse
1210	F	26.35	2/25/1988	F	EPO	Employee
1214	F	27.58	12/1/1986	M	EPO	Employee + Family
1223	F	21.83	8/31/1992	M	EPO	Employee
1225	F	67.52	1/2/1947	M	EPO	Employee + Family
1262	F	52.43	2/1/1962	M	EPO	Employee
1263	F	58.09	6/7/1956	F	POS	Employee + Spouse
1293	F	58.32	3/13/1956	F	EPO	Employee
1312	F	54.12	5/24/1960	M	EPO	Employee + Family
1330	F	69.10	6/4/1945	M	POS	Employee + Spouse
1421	F	65.78	9/30/1948	M	EPO	Employee + Spouse
1422	F	46.27	3/28/1968	M	EPO	Employee

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**Medical/RX Benefits for HACP Employees
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1434	F	54.35	3/4/1960	M	EPO	Employee + Family
1694	F	50.51	1/3/1964	M	EPO	Employee + Family
1790	F	52.28	3/28/1962	F	EPO	Employee
1822	F	47.94	7/28/1966	F	EPO	Employee + Child
1885	F	56.77	10/1/1957	M	EPO	Employee + Spouse
1900	F	32.78	9/21/1981	M	EPO	Employee
1968	F	55.92	8/9/1958	M	EPO	Employee
1970	F	63.57	12/14/1950	M	EPO	Employee
2169	F	66.02	7/5/1948	M	EPO	Employee
2233	F	50.02	6/29/1964	M	POS	Employee + Family
2325	F	67.03	7/2/1947	M	EPO	Employee + Spouse
2417	F	56.74	10/13/1957	M	EPO	Employee
2418	F	63.82	9/16/1950	M	EPO	Employee + Family
2520	F	59.81	9/19/1954	M	EPO	Employee + Spouse
2530	F	60.32	3/15/1954	M	EPO	Employee + Family
2541	F	63.97	7/23/1950	M	EPO	Employee + Child
2550	F	64.25	4/10/1950	F	EPO	Employee + Spouse
2597	F	40.03	6/25/1974	M	EPO	Employee
2660	F	60.90	8/14/1953	M	POS	Employee + Spouse
2744	F	59.39	2/18/1955	M	EPO	Employee + Spouse
2890	F	52.22	4/20/1962	F	EPO	Employee + Family
2904	F	62.35	3/6/1952	M	POS	Employee
3020	F	58.74	10/13/1955	M	EPO	Employee + Spouse
3275	F	63.56	12/20/1950	F	EPO	Employee + Spouse
3359	F	45.92	8/6/1968	M	POS	Employee + Family
3478	F	54.10	6/3/1960	F	EPO	Employee + Child
3801	F	54.68	11/4/1959	F	POS	Employee + Child
3860	F	57.16	5/12/1957	M	EPO	Employee
3865	F	61.81	9/17/1952	M	POS	Employee + Family
3916	F	58.49	1/11/1956	M	EPO	Employee
4007	F	64.87	8/26/1949	F	EPO	Employee
4129	F	49.02	7/1/1965	F	EPO	Employee + Child
4349	F	47.92	8/4/1966	F	EPO	Employee
4374	F	57.13	5/23/1957	M	POS	Employee + Spouse
4400	F	54.80	9/21/1959	M	EPO	Employee + Family
4417	F	38.29	3/20/1976	M	POS	Employee + Child
4680	F	49.42	2/4/1965	M	EPO	Employee + Child
4800	F	56.10	6/2/1958	M	EPO	Employee + Family
4831	F	69.87	8/30/1944	M	POS	Employee
4921	F	50.71	10/23/1963	F	EPO	Employee
4923	F	54.88	8/23/1959	M	EPO	Employee + Family
4938	F	52.15	5/14/1962	F	EPO	Employee + Child
4974	F	57.02	7/3/1957	F	EPO	Employee + Spouse

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5165	F	54.85	8/31/1959	M	EPO	Employee
5372	F	53.26	4/3/1961	M	EPO	Employee
5390	F	56.73	10/14/1957	M	EPO	Employee + Family
5463	F	49.28	3/28/1965	M	EPO	Employee
5618	F	60.83	9/11/1953	M	POS	Employee + Spouse
5622	F	63.59	12/6/1950	M	EPO	Employee + Spouse
5885	F	60.74	10/14/1953	M	EPO	Employee + Child
5928	F	61.45	1/26/1953	F	POS	Employee
6025	F	54.89	8/17/1959	M	POS	Employee + Family
6084	F	57.51	1/4/1957	M	EPO	Employee + Family
6135	F	64.64	11/18/1949	F	POS	Employee
6137	F	59.28	3/30/1955	M	POS	Employee + Spouse
6182	F	48.33	3/7/1966	F	EPO	Employee
6210	F	50.66	11/9/1963	M	POS	Employee + Family
6225	F	57.99	7/12/1956	F	EPO	Employee
6245	F	51.30	3/20/1963	F	EPO	Employee
6295	F	60.48	1/16/1954	M	EPO	Employee + Spouse
6428	F	53.32	3/12/1961	M	EPO	Employee + Spouse
6509	F	55.30	3/21/1959	M	EPO	Employee
6548	F	63.33	3/14/1951	M	EPO	Employee
6553	F	68.15	5/19/1946	M	EPO	Employee + Spouse
6749	F	58.10	6/4/1956	F	EPO	Employee + Child
6791	F	56.20	4/27/1958	F	EPO	Employee
6977	F	60.87	8/25/1953	M	EPO	Employee + Spouse
7003	F	56.36	2/28/1958	F	POS	Employee + Child
7015	F	52.35	3/2/1962	M	EPO	Employee
7280	F	54.65	11/12/1959	M	EPO	Employee + Spouse
7282	F	65.40	2/14/1949	F	EPO	Employee
7379	F	57.01	7/6/1957	F	EPO	Employee + Child
7557	F	61.60	12/3/1952	M	POS	Employee
7725	F	62.58	12/10/1951	F	POS	Employee + Spouse
7730	F	58.21	4/22/1956	F	EPO	Employee
7800	F	55.62	11/24/1958	M	EPO	Employee + Family
7843	F	64.90	8/17/1949	M	POS	Employee + Spouse
7995	F	55.62	11/26/1958	F	EPO	Employee
8120	F	43.78	9/24/1970	M	EPO	Employee + Family
8135	F	51.65	11/12/1962	F	EPO	Employee + Spouse
8247	F	54.67	11/7/1959	M	EPO	Employee
8499	F	54.26	4/4/1960	M	EPO	Employee
8614	F	52.21	4/24/1962	F	EPO	Employee
8702	F	53.44	1/28/1961	F	EPO	Employee
8755	F	56.43	2/2/1958	M	EPO	Employee + Spouse
8764	F	63.22	4/21/1951	F	POS	Employee + Family

*Housing Authority of the City of Pittsburgh**Medical/RX Benefits for HACP Employees
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8768	F	73.20	5/1/1941	M	EPO	Employee + Spouse
8775	F	56.97	7/19/1957	F	EPO	Employee
8941	F	51.15	5/15/1963	M	POS	Employee + Family
8974	F	49.51	1/1/1965	M	EPO	Employee + Family
8987	F	41.18	5/1/1973	M	EPO	Employee + Child
8990	F	43.90	8/12/1970	F	EPO	Employee + Child
9011	F	78.84	9/12/1935	M	EPO	Employee + Spouse
9026	F	57.79	9/23/1956	M	EPO	Employee
9259	F	55.04	6/23/1959	M	EPO	Employee + Family
9304	F	56.06	6/16/1958	F	POS	Employee + Spouse
9318	F	60.02	7/3/1954	M	EPO	Employee + Spouse
9320	F	55.72	10/21/1958	M	EPO	Employee
9387	F	54.92	8/9/1959	M	POS	Employee + Spouse
9792	F	52.25	4/6/1962	F	EPO	Employee + Spouse
9809	F	70.88	8/24/1943	F	EPO	Employee + Spouse

ATTACHMENT L-1

POS Schedule of Benefits

SCHEDULE OF BENEFITS UPMC HEALTH PLAN POS

This document is called a *Schedule of Benefits*. It is part of your *Certificate of Coverage* or your *Summary Plan Description*. Your Schedule of Benefits describes important things about your health insurance plan, like your benefit limits and your cost-sharing amounts for the Covered Services you will receive during the Benefit Period (the 12-month period that begins on the effective date of your coverage). Remember, in order to be covered at the level described in this Schedule of Benefits, all services must be Medically Necessary and meet all other criteria as described in your Certificate of Coverage. This could include Prior Authorization as well as other criteria.

This managed care plan may not cover all your health care expenses.¹ Please read your **Certificate of Coverage** or **Summary Plan Description** carefully for complete information about benefits and exclusions. To locate a Participating Provider near you, visit www.upmchealthplan.com. If you have questions about your benefits or to find out if a provider is in UPMC Health Plan's network, contact UPMC Health Plan Member Services at the phone number on the back of your member identification (ID) card.

Please note: Capitalized words and phrases in this Schedule of Benefits have the same meaning as they do in your Certificate of Coverage. In addition, the headings under the Covered Services section below correspond with your Certificate of Coverage. However, your Certificate of Coverage contains more information about the terms and the conditions of coverage for each of the services listed.

BENEFIT PERIOD		
Plan Year		
LIFETIME BENEFIT LIMIT	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
	Unlimited	Unlimited
ANNUAL DEDUCTIBLE	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Individual Policy	None	\$300 per Benefit Period.
Family Policy	None	\$600 per Benefit Period.
<p>The plan pays for covered benefits in these two scenarios — whichever comes first:</p> <ul style="list-style-type: none"> When an individual within a family reaches his or her individual Deductible. At this point, only that person on the policy is considered to have met the Deductible; OR When a combination of family members' expenses reaches the family Deductible. At this point, all covered family members are considered to have met the Deductible. 		
Deductible applies to all Covered Services furnished to a member during the Benefit Period, unless that service is specifically excluded.		
ANNUAL OUT-OF-POCKET LIMIT	PARTICIPATING PROVIDER	NON-PARTICIPATING PROVIDER
Individual Policy	\$6,350 per Benefit Period.	\$10,000 per Benefit Period.
Family Policy	\$12,700 per Benefit Period.	\$20,000 per Benefit Period.
All amounts are based on the Reasonable & Customary Charge.		
<p>The Out-of-Pocket limit is satisfied in one of 2 ways — whichever comes first:</p> <ul style="list-style-type: none"> When an individual within a family reaches his or her individual Out-of-Pocket Limit. At this point, only that person will have benefits covered at 100% for the remainder of the benefit period; OR When a combination of family members' expenses reaches the family Out-of-Pocket Limit. At this point, all covered family members are considered to have met the Out-of-Pocket Limit and will have benefits covered at 100% for the remainder of the benefit period. 		
Copayments, Coinsurance, and Deductibles apply toward satisfaction of the Out-of-Pocket Limits specified in this Schedule of Benefits.		

PLAN PAYMENT LEVEL	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
	Covered at 100% ²	You pay 20% after deductible

PRE-EXISTING CONDITION LIMITATIONS	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
	None	None

PRIMARY CARE PROVIDER (PCP) REQUIRED	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
	Encouraged, but not required	No

PRECERTIFICATION REQUIREMENTS	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
	Provider responsibility	Member responsibility - \$500 penalty per incident for failure to comply on non-emergency admissions

COVERED SERVICES

Benefits for Covered Services are based upon the Reasonable and Customary Charge (R&C) and include, but are not limited to, those Services listed in this schedule.

COVERED SERVICES	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
HOSPITAL SERVICES		
Semi-Private Room, Private Room (Private Room – if Medically Necessary), Surgery, Pre-Admission Testing	Covered at 100%, You pay \$0	You pay 20% after Deductible
Outpatient/ambulatory surgery	Covered at 100%, You pay \$0	You pay 20% after Deductible
Observation stay	Covered at 100%, You pay \$0	You pay 20% after Deductible
EMERGENCY SERVICES		
Emergency department	Covered at 100% after \$50 Copayment per visit	Covered at 100% after \$50 Copayment per visit
	Copayment waived if member admitted as inpatient	
Emergency transportation	Covered at 100%, You pay \$0	
Urgent Care Facility	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible
PHYSICIAN SURGICAL SERVICES		
	Covered at 100%, You pay \$0	You pay 20% after Deductible
PROVIDER MEDICAL SERVICES - Preventive Services will be covered in compliance with requirements under the Patient Protection and Affordable Care Act.		
Inpatient Medical Care Visits and Intensive Medical Care, Consultation, Newborn Care	Covered at 100%, You pay \$0	You pay 20% after Deductible
Pediatric Care and Immunizations:		
Preventive/health screening Examination	Covered at 100%, You pay \$0	Not Covered
Pediatric Immunizations	Covered at 100%, You pay \$0	You pay 20% - Deductible does not apply
Well-Baby Visits	Covered at 100%, You pay \$0	Not Covered
Adult Care and Immunizations³:		
Preventive/health screening Examination	Covered at 100%, You pay \$0	Not Covered
Adult Immunizations required to be covered at no cost-sharing by the Patient Protection and Affordable Care Act	Covered at 100%, You pay \$0	You pay 20% after Deductible
Adult Immunizations not required to be covered by PPACA	Covered at 100%, You pay \$0	You pay 20% after Deductible
Women's Care:		
Screening Gynecological Exam	Covered at 100%, You pay \$0	You pay 20% - Deductible does not apply
Screening Pap Test and Screening Mammogram	Covered at 100%, You pay \$0	You pay 20% - Deductible does not apply
Provider Office Visit - for treatment of medical disease or injury	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible
Specialist Office Visit	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible

COVERED SERVICES	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
ALLERGY SERVICES:		
Diagnostic Testing	Covered at 100%, You pay \$0	You pay 20% after Deductible
Treatment, Including Injections and Serum	Covered at 100%, You pay \$0	You pay 20% after Deductible
DIAGNOSTIC SERVICES		
Advanced Imaging (e.g., PET, MRI, etc.)	Covered at 100%, You pay \$0	You pay 20% after Deductible
Other Imaging (e.g., X-ray, Sonogram, etc.)	Covered at 100%, You pay \$0	You pay 20% after Deductible
Labs and Other Services	Covered at 100%, You pay \$0	You pay 20% after Deductible
REHABILITATION/HABILITATION THERAPY SERVICES		
Physical, Speech, and Occupational Therapy	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible
	Covered up to 60 visits per Benefit Period, for all three therapies combined.	
Cardiac Rehabilitation	Covered at 100%, You pay \$0	You pay 20% after Deductible
	Covered up to 12 weeks per Benefit Period	
Pulmonary Rehabilitation	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible
	Covered up to 24 visits per Benefit Period	
MEDICAL THERAPY SERVICES		
Chemotherapy, Radiation Therapy, Dialysis Treatment	Covered at 100%, You pay \$0	You pay 20% after Deductible
Injectable, infusion therapy, or other drugs administered or provided by a medical professional in an outpatient or office setting	Covered at 100%, You pay \$0	You pay 20% after Deductible
PAIN MANAGEMENT PROGRAM		
	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible
BEHAVIORAL HEALTH SERVICES – Contact UPMC Health Plan Behavioral Health Services at 1-888-251-0083		
Mental Illness		
Inpatient	Covered at 100%, You pay \$0	You pay 20% after Deductible
Outpatient	Covered at 100% after \$15 Copayment per visit	You pay 20% after Deductible
SUBSTANCE ABUSE SERVICES – Contact UPMC Health Plan Behavioral Health Services at 1-888-251-0083		
Inpatient Detoxification	Covered at 100%, You pay \$0	You pay 20% after Deductible
Inpatient Non-hospital Residential Alcohol or Other Drug Services	Covered at 100%, You pay \$0	You pay 20% after Deductible
Outpatient Rehabilitation	Covered at 100%, You pay \$0	You pay 20% after Deductible

COVERED SERVICES	COORDINATED CARE & SELF-DIRECTED CARE (IN-NETWORK)	SELF-DIRECTED CARE (OUT-OF-NETWORK)
Acupuncture	Covered at 100%, You pay \$0	You pay 20% after Deductible
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
Blood and blood products	Covered at 100%, You pay \$0	You pay 20% after Deductible
Clinical trials	Covered at 100%, You pay \$0	You pay 20% after Deductible
Corrective appliances	Covered at 100%, You pay \$0	You pay 20% after Deductible
Durable medical equipment	Covered at 100%, You pay \$0	You pay 20% after Deductible
Dental services related to accidental injury	Covered at 100%, You pay \$0	You pay 20% after Deductible
Fertility testing	Covered at 100%, You pay \$0	You pay 20% after Deductible
Home health care	Covered at 100%, You pay \$0	You pay 20% after Deductible
Hospice care	Covered at 100%, You pay \$0	You pay 20% after Deductible
Medical nutritional therapy	Covered at 100%, You pay \$0	You pay 20% after Deductible
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
Nutritional counseling	Covered at 100%, You pay \$0	You pay 20% after Deductible
	Limited to two visits per Benefit Period. Refer to the Certificate of Coverage for specific Benefit Limitations.	
Nutritional supplements	Covered at 100%, You pay \$0	You pay 20% after Deductible
	Refer to the Certificate of Coverage for specific Benefit Limitations.	
Oral surgical services	Covered at 100%, You pay \$0	You pay 20% after Deductible
Podiatry care	Covered at 100% after \$25 Copayment per visit	You pay 20% after Deductible
Private duty nursing	Covered at 100%, You pay \$0	You pay 20% after Deductible
Skilled nursing facility	Covered at 100%, You pay \$0	You pay 20% after Deductible
	Benefit Limit of 100 days per Benefit Period.	
Therapeutic manipulation	Covered at 100% after \$25 initial evaluation; \$10 Copayment per visit thereafter	You pay 20% after Deductible
	Covered up to 25 visits per Benefit Period. Prior Authorization must be obtained for dependent children 13 years of age or younger.	
Transplantation services	Covered at 100%, You pay \$0	You pay 20% after Deductible
DIABETIC EQUIPMENT, SUPPLIES, AND EDUCATION		
Diabetic equipment and supplies (Note: If you have prescription drug coverage through a program other than Express Scripts, Inc., that plan will pay for diabetic supplies and equipment first.)		
Glucometer, test strips, and lancets, insulin and syringes	Must be obtained at a Participating Pharmacy. See applicable pharmacy rider for coverage information.	
Diabetic education	Covered at 100%, You pay \$0	You pay 20% after Deductible

¹UPMC Health Plan maintains that the coverage described in this document is at all times administered in compliance with applicable laws and regulations. If at any time any part or provision of this Schedule of Benefits is in conflict with any applicable law, regulation, or other controlling authority, the requirements of that authority shall prevail.

² Copayments may apply to certain services.

³ Contact UPMC Health Plan Member Services for more information.

Your set of plan documents consists of this Schedule of Benefits, the associated Certificate of Coverage (or Summary Plan Description), and your Summary of Benefits and Coverage (SBC). Additionally, you may have Riders and Amendments that may expand or restrict the benefits described in your plan documents. Log in to www.upmchealthplan.com to access your plan documents. Be sure to review any associated Riders and Amendments you find there. You may, for example, have the Dental and Vision Essential Health Benefits Rider. Call Member Services if you need help finding your plan documents.

In this document, the term "UPMC Health Plan" refers to benefit plans offered by UPMC Health Network, Inc., as well as plans offered by UPMC Health Plan, Inc.

ATTACHMENT L-2

EPO Schedule of Benefits

SCHEDULE OF BENEFITS UPMC HEALTH PLAN EPO

This document is called a *Schedule of Benefits*. It is part of your *Certificate of Coverage* or your *Summary Plan Description*. Your Schedule of Benefits describes important things about your health insurance plan, like your benefit limits and your cost-sharing amounts for the Covered Services you will receive during the Benefit Period (the 12-month period that begins on the effective date of your coverage). Remember, in order to be covered at the level described in this Schedule of Benefits, all services must be Medically Necessary and meet all other criteria as described in your Certificate of Coverage. This could include Prior Authorization as well as other criteria.

This managed care plan may not cover all your health care expenses.¹ Please read your *Certificate of Coverage* or *Summary Plan Description* carefully for complete information about benefits and exclusions. To locate a Participating Provider near you, visit www.upmchealthplan.com. If you have questions about your benefits or to find out if a provider is in UPMC Health Plan's network, contact UPMC Health Plan Member Services at the phone number on the back of your member identification (ID) card.

Please note: Capitalized words and phrases in this Schedule of Benefits have the same meaning as they do in your Certificate of Coverage. In addition, the headings under the Covered Services section below correspond with your Certificate of Coverage. However, your Certificate of Coverage contains more information about the terms and the conditions of coverage for each of the services listed.

BENEFIT PERIOD	
Plan Year	
LIFETIME BENEFIT LIMIT	
Unlimited	
ANNUAL DEDUCTIBLE	
Individual Policy	None
Family Policy	None
The plan pays for covered benefits in these two scenarios — whichever comes first:	
<ul style="list-style-type: none"> When an individual within a family reaches his or her individual Deductible. At this point, only that person on the policy is considered to have met the Deductible; OR When a combination of family members' expenses reaches the family Deductible. At this point, all covered family members are considered to have met the Deductible. 	
Deductible applies to all Covered Services furnished to a member during the Benefit Period, unless that service is specifically excluded.	
ANNUAL OUT-OF-POCKET LIMIT	
Individual Policy	\$6,350 per Benefit Period.
Family Policy	\$12,700 per Benefit Period.
The Out-of-Pocket limit is satisfied in one of 2 ways — whichever comes first:	
<ul style="list-style-type: none"> When an individual within a family reaches his or her individual Out-of-Pocket Limit. At this point, only that person will have benefits covered at 100% for the remainder of the benefit period; OR When a combination of family members' expenses reaches the family Out-of-Pocket Limit. At this point, all covered family members are considered to have met the Out-of-Pocket Limit and will have benefits covered at 100% for the remainder of the benefit period. 	
Copayments, Coinsurance, and Deductibles apply toward satisfaction of the Out-of-Pocket Limits specified in this Schedule of Benefits.	

PLAN PAYMENT LEVEL
Covered at 100% ²
PRE-EXISTING CONDITION LIMITATIONS
None
PRIMARY CARE PROVIDER (PCP) REQUIRED
No
PRE-CERTIFICATION REQUIREMENTS
Provider responsibility

COVERED SERVICES

Benefits for Covered Services are based upon the Reasonable & Customary Charge (R&C) and include, but are not limited to, those Services listed in this schedule.

Covered Services	Benefit Level
HOSPITAL SERVICES	
Semi-private room, private room (if Medically Necessary and appropriate), surgery, pre-admission testing	Covered at 100%, You pay \$0
Outpatient/ambulatory surgery	Covered at 100%, You pay \$0
Observation stay	Covered at 100%, You pay \$0
EMERGENCY SERVICES	
Emergency department	Covered at 100% after \$50 Copayment per visit Copayment waived if member admitted as inpatient
Emergency transportation	Covered at 100%, You pay \$0
Urgent care facility	Covered at 100% after \$15 Copayment per visit
PHYSICIAN SURGICAL SERVICES	
	Covered at 100%, You pay \$0
PROVIDER MEDICAL SERVICES – Preventive Services will be covered in compliance with requirements under the Affordable Care Act (ACA).	
Inpatient medical care visits and intensive medical care, consultation, newborn care	Covered at 100%, You pay \$0
Pediatric Care and Immunizations	
Preventive/health screening examination	Covered at 100%, You pay \$0
Pediatric immunizations	Covered at 100%, You pay \$0
Well-baby visits	Covered at 100%, You pay \$0
Adult Care and Immunizations³	
Preventive/health screening examination	Covered at 100%, You pay \$0
Adult immunizations required to be covered at no cost-sharing by the ACA	Covered at 100%, You pay \$0
Adult immunizations not required to be covered by the ACA	Covered at 100%, You pay \$0
Women's care	
Screening gynecological Exam	Covered at 100%, You pay \$0
Screening Pap test and screening mammogram	Covered at 100%, You pay \$0
PCP Office Visit – for treatment of medical disease or injury	Covered at 100% after \$15 Copayment per visit
Specialist Office Visit	Covered at 100% after \$15 Copayment per visit
eVisit	Covered at 100% after \$8 Copayment per visit
ALLERGY SERVICES	
Diagnostic testing	Covered at 100%, You pay \$0
Treatments, including injections and serum	Covered at 100%, You pay \$0
DIAGNOSTIC SERVICES	
Advanced imaging (e.g., PET, MRI, etc.)	Covered at 100%, You pay \$0
Other imaging (e.g., x-ray, sonogram, etc.)	Covered at 100%, You pay \$0
Lab and other services	Covered at 100%, You pay \$0

Covered Services	Benefit Level
REHABILITATION/HABILITATION THERAPY SERVICES	
Physical, speech and occupational therapy	Covered at 100% after \$15 Copayment per visit
	Covered up to 60 visits per Benefit Period for all three therapies combined.
Cardiac rehabilitation	Covered at 100%, You pay \$0
	Covered up to 12 weeks per Benefit Period.
Pulmonary rehabilitation	Covered at 100% after \$15 Copayment per visit
	Covered up to 24 visits per Benefit Period.
MEDICAL THERAPY SERVICES	
Chemotherapy, radiation therapy, dialysis therapy	Covered at 100%, You pay \$0
Injectable, infusion therapy, or other drugs administered or provided by a medical professional in an outpatient or office setting	Covered at 100%, You pay \$0
PAIN MANAGEMENT PROGRAMS	
	Covered at 100% after \$15 Copayment per visit
BEHAVIORAL HEALTH AND SUBSTANCE ABUSE SERVICES – Contact UPMC Health Plan Behavioral Health Services 1-888-251-0083.	
Inpatient (e.g. detoxification, etc.)	Covered at 100%, You pay \$0
Inpatient non-hospital residential services	Covered at 100%, You pay \$0
Outpatient (e.g. rehabilitation, etc.)	Covered at 100%, You pay \$0
OTHER MEDICAL SERVICES	
Acupuncture	Covered at 100%, You pay \$0
	Refer to the Certificate of Coverage for specific Benefit Limitations.
Blood and blood products	Covered at 100%, You pay \$0
Clinical trials	Covered at 100%, You pay \$0
Corrective appliances	Covered at 100%, You pay \$0
Durable medical equipment	Covered at 100%, You pay \$0
Dental services related to accidental injury	Covered at 100%, You pay \$0
Fertility testing	Covered at 100%, You pay \$0
Home health care	Covered at 100%, You pay \$0
Hospice care	Covered at 100%, You pay \$0
Medical nutritional therapy	Covered at 100%, You pay \$0
	Refer to the Certificate of Coverage for specific Benefit Limitations.
Nutritional counseling	Covered at 100%, You pay \$0
	Limited to two visits per Benefit Period.
	Refer to the Certificate of Coverage for specific Benefit Limitations.
Nutritional supplements	Covered at 100%, You pay \$0
	Refer to the Certificate of Coverage for specific Benefit Limitations.
Oral surgical services	Covered at 100%, You pay \$0
Podiatry care	Covered at 100% after \$15 Copayment per visit
Private duty nursing	Covered at 100%, You pay \$0

Covered Services	Benefit Level
OTHER MEDICAL SERVICES	
Skilled nursing facility	Covered at 100%, You pay \$0 Benefit Limit of 100 days per Benefit Period.
Therapeutic manipulation	Covered at 100% after \$15 Copayment for the first visit: then \$10 Copayment per visit thereafter Benefit Limit of 25 visits per Benefit Period. Prior Authorization must be obtained for dependent children 13 years of age or younger.
Transplantation services	Covered at 100%, You pay \$0
DIABETIC EQUIPMENT, SUPPLIES, AND EDUCATION	
Diabetic equipment and supplies (Note: If you have prescription drug coverage through a program other than Express Scripts, Inc., that plan will pay for diabetic supplies and equipment first.)	
Glucometer, test strips, lancets, insulin and syringes	Must be obtained at a Participating Pharmacy. See applicable pharmacy rider for coverage information.
Diabetic education	Covered at 100%, You pay \$0

¹UPMC Health Plan maintains that the coverage described in this document is at all times administered in compliance with applicable laws and regulations. If at any time any part or provision of this Schedule of Benefits is in conflict with any applicable law, regulation, or other controlling authority, the requirements of that authority shall prevail.

² Copayments may apply to certain services.

³ Contact UPMC Health Plan Member Services for more information.

Your set of plan documents consists of this Schedule of Benefits, the associated Certificate of Coverage (or Summary Plan Description), and your Summary of Benefits and Coverage (SBC). Additionally, you may have Riders and Amendments that may expand or restrict the benefits described in your plan documents. Log in to www.upmchealthplan.com to access your plan documents. Be sure to review any associated Riders and Amendments you find there. You may, for example, have the Dental and Vision Essential Health Benefits Rider. Call Member Services if you need help finding your plan documents.

In this document, the term "UPMC Health Plan" refers to benefit plans offered by UPMC Health Network, Inc., UPMC Health Options, Inc., UPMC Health Coverage, Inc. and/or UPMC Health Plan, Inc.

ATTACHMENT M-1

Rx POS/PPO

PRESCRIPTION DRUG RIDER
POS/PPO

Pursuant to this prescription drug program, you may receive coverage for prescription drugs in the amounts specified in your Prescription Drug Schedule of Benefits when you fill your prescription at a UPMC Health Plan Participating Pharmacy. All capitalized terms in this Rider shall have the same meaning set forth in your Certificate of Coverage. In the event that the terms of this Rider conflict with your Certificate of Coverage, the terms of this Rider control.

Snapshot of Your Pharmacy Benefits

To be eligible for benefits, you must purchase your outpatient prescription drugs from a participating pharmacy or through the mail-order program. The chart below shows the copayments and other benefit limitations that apply to your prescription drug program.

Dispensing Channel	Copayment Per Prescription ¹	Day Supply Limits
<ul style="list-style-type: none"> ○ Retail Participating Pharmacy* <li style="padding-left: 20px;">- Generic <li style="padding-left: 20px;">- Preferred Brand <li style="padding-left: 20px;">- Non-Preferred Brand <li style="padding-left: 20px;">- Specialty Medications² 	<ul style="list-style-type: none"> <li style="padding-left: 20px;">\$10 per prescription <li style="padding-left: 20px;">\$20 per prescription <li style="padding-left: 20px;">\$35 per prescription <li style="padding-left: 20px;">\$35 per prescription 	<ul style="list-style-type: none"> <li style="padding-left: 20px;">1-30 <li style="padding-left: 20px;">1-30 <li style="padding-left: 20px;">1-30 <li style="padding-left: 20px;">1-30 (90 day retail supply available for 3 copayments*)
<ul style="list-style-type: none"> ○ Mail-Order* <li style="padding-left: 20px;">- Generic <li style="padding-left: 20px;">- Generic <li style="padding-left: 20px;">- Preferred Brand <li style="padding-left: 20px;">- Preferred Brand <li style="padding-left: 20px;">- Non-Preferred Brand <li style="padding-left: 20px;">- Non-Preferred Brand 	<ul style="list-style-type: none"> <li style="padding-left: 20px;">\$10 per prescription <li style="padding-left: 20px;">\$20 per prescription <li style="padding-left: 20px;">\$20 per prescription <li style="padding-left: 20px;">\$40 per prescription <li style="padding-left: 20px;">\$35 per prescription <li style="padding-left: 20px;">\$70 per prescription 	<ul style="list-style-type: none"> <li style="padding-left: 20px;">1-30 <li style="padding-left: 20px;">31-90 <li style="padding-left: 20px;">1-30 <li style="padding-left: 20px;">31-90 <li style="padding-left: 20px;">1-30 <li style="padding-left: 20px;">31-90
<ul style="list-style-type: none"> ○ Specialty Medications² <li style="padding-left: 20px;">- Brand or Generic 	<ul style="list-style-type: none"> <li style="padding-left: 20px;">\$35 per prescription 	<ul style="list-style-type: none"> <li style="padding-left: 20px;">1-30
<ul style="list-style-type: none"> ○ Out-of-Pocket Limits³ <li style="padding-left: 20px;">- Individual Coverage <li style="padding-left: 20px;">- Family Coverage 		
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Please refer to your medical schedule of benefits for details</div> <div style="width: 60%;">Please refer to your medical schedule of benefits for details</div> </div>		
Refill limit: You must use 75% of your medication before you can obtain a refill.		
* Prescriptions for certain antibiotics, controlled substances (DEA Class II, III and IV), and specialty medications may be limited to a 30 day maximum supply.		
¹ If the pharmacy charges less than the applicable copayment for the prescription, you will be charged the		

lesser amount. Generic versions of contraceptives are available with no copayment.

²Not all specialty medications can be filled at a retail pharmacy, and may be restricted to a contracted specialty pharmacy. Please refer to your formulary brochure or call the Health Plan for additional details.

³Claims are covered at 100% for the remainder of the benefit period when the Out-of-Pocket limit is satisfied.

Details

- Pharmacy cost shares apply to your medical plan Out of Pocket Limit.
- The Out of Pocket Limit is Embedded:
 - The Out-of-Pocket limit per Level is satisfied in one of 2 ways — whichever comes first:
 - When an individual within a family reaches his or her individual Out-of-Pocket Limit. At this point, only that person will have benefits covered at 100% for the remainder of the benefit period.
 - When a combination of family members' expenses reaches the family Out-of-Pocket Limit. At this point, all covered family members are considered to have met the Out-of-Pocket Limit and will have benefits covered at 100% for the remainder of the benefit period.

Retail Pharmacy Network

UPMC Health Plan provides a broad retail pharmacy network which includes:

- National chain pharmacies, including: CVS Pharmacies, Giant Eagle Pharmacies, Kmart Pharmacies, Rite Aid Pharmacies, Sam's Club Pharmacies, Target Pharmacies and Wal-Mart Pharmacies.
- An extensive network of independent pharmacies and several regional chain pharmacies.

Generally, retail pharmacies may be utilized for short-term medications, such as medications prescribed to treat illnesses such as a cold, the flu or strep throat. If you use a participating retail pharmacy, the pharmacy will bill UPMC Health Plan directly for your prescription and will ask you to pay any applicable copayment, deductible, or coinsurance. Remember, UPMC Health Plan does not cover prescription drugs obtained from non-participating pharmacies. To locate a participating pharmacy near you, contact the Member Services Department at the phone number on the back of your member identification card, or visit www.upmchealthplan.com.

How to Use Participating Retail Pharmacies

- Take your prescription to a participating retail pharmacy or have your physician call in the prescription.
- Present your ID card at the pharmacy.
- Verify that your pharmacist has accurate information about you and your covered dependents (including your date of birth).
- Pay the required copayment or other cost-sharing amount for your prescription.
- Sign for and receive your prescription.

Obtaining a Refill from a Retail Pharmacy

You may purchase up to a one-month supply of a prescription drug through a participating pharmacy for one copayment or a 90 day supply for three copayments. If your physician authorizes a prescription refill, simply bring the prescription bottle or package to the pharmacy or call the pharmacy to obtain your refill.

Remember, UPMC Health Plan will not cover refills until you have used 75% of your medication. Please wait until that time to request a refill of your prescription drug. These refill guidelines apply to refills for drugs that are lost, stolen, or destroyed. Replacements for lost, stolen, or destroyed prescriptions will not be covered unless and until you would have met the 75% usage requirement set forth above had the prescription not been lost, stolen, or destroyed.

Mail-Order Pharmacy Services

Maintenance Medications:

- Generally, long-term maintenance medications may be obtained through the Express Scripts mail-order pharmacy at 1-877-787-6279. Your prescription drug program allows you to receive 90-day supplies for most prescriptions from the Express Scripts mail-order pharmacy. Certain specialty medications may be limited to a one-month supply and will generally be dispensed only from Accredo specialty pharmacy.³

³ Some common injectable medications may be available at your local retail pharmacy; however, other specialty injectables are available only through Accredo and may be subject to a one-month supply dispensing limit.

Specialty Medications:

- You and your doctor can continue to order new prescriptions or refills for specialty and injectable medications by calling 1-888-773-7376. Accredo is available Monday through Friday from 8 a.m. to 9 p.m. and Saturday from 9 a.m. to 1 p.m. to assist you. TTY users should call 1-800-955-8770.

When using the mail-order or specialty pharmacy service, you must pay your copayment or other cost-sharing amount before receiving your medicine through the mail. The copayment applies to each original prescription or refill (name-brand or generic).

How to Use the Mail-Order Service

By Mail:

- Complete the instructions on the mail-order form. A return envelope is attached to the order form for your convenience.
- Mail the completed order form with your refill slip or new prescription and your payment (check, money order, or credit card information) to ESI. All major credit cards and debit cards are accepted.

By Telephone:

- Contact the mail-order customer service at 1-877-787-6279. The Express Scripts Inc. Customer Service Center is available 24 hours a day, seven days a week to assist you. TTY users should call 1-800-899-2114.

By Internet:

You can access the Express Scripts website by logging on to UPMC Health Plan MyHealth OnLine at upmchealthplan.com. You may enter your user ID on the homepage in the member log in box. If you have not accessed MyHealth OnLine before, sign up for a personal, secure user ID and password by selecting "New user registration" in the member log in box. Instructions for signing up and accessing MyHealth OnLine are available on this page.

- Once you have successfully signed in, under the "Smart Healthcare" section, select the "Prescriptions" box. You can then scroll down to the "Order mail delivery for prescriptions" option, expand the menu, and choose the "Learn how to set-up a new mail-order prescription with Express Scripts" or "Refill an existing mail-order prescription." You will then be directed to the Express Scripts website securely and follow the instructions provided on their website to complete the process.
- Mail-Order Refills

If you need your long-term medication refilled, you can order your refill by phone, mail, or the Internet as set forth in the following table. Be sure to order your refill 2 to 3 weeks before the completion of your current prescription. If you have questions regarding the mail-order service, contact the Member Services Department at the phone number on the back of your member identification card or Express Scripts at 1-877-787-6279.

Refills by Phone	Refills by Mail	Refills by Internet
<ul style="list-style-type: none">- Use a touchtone-phone to order your prescription refill or inquire about the status of your order at 1-877-787-6279.- The automated phone service is available 24 hours per day. <p>When you call, provide the member identification code, birth date, prescription number, your credit card number (including expiration date), and your phone number.</p>	<ul style="list-style-type: none">- Attach the refill label (you receive this label with every order) to your mail-order form.- Pay your appropriate copayment or other cost-sharing amount via check, money order, or credit card.- Mail the form and your payment in the pre-addressed envelope.	<ul style="list-style-type: none">- Go to UPMC Health Plan MyHealth OnLine at www.upmchealthplan.com and see the instructions above, under "By Internet."

The Your Choice Formulary

Your Choice: The *Your Choice* formulary is a four-tier formulary consisting of a Generic tier, a Preferred brand tier, a Non-Preferred brand tier, and a Specialty drug tier. Brand drugs on the Preferred tier will be available to members at a lower cost share than non-preferred brands. Formulary high-cost medications such as biologicals and infusions are covered in the Specialty tier, which may have

stricter days'-supply limitations than the other tiers. Some medications may be subject to utilization management criteria, including but not limited to prior authorization rules, quantity limits, or step therapy. Selected medications are not covered with this formulary.

Medications Requiring Prior Authorization

Some medications may require that the physician consult with UPMC Health Plan's Pharmacy Services Department before he or she prescribes the medication for you. Pharmacy Services must authorize coverage of those medications before you fill the prescription at the pharmacy. Please see your pharmacy brochure for a listing of medications that require prior authorization.

Quantity Limits

UPMC Health Plan has established quantity limits on certain medications to comply with the guidelines established by Food and Drug Administration (FDA) and to encourage appropriate prescription and use of these medications. Also, the FDA has approved some medications to be taken once daily in a larger dose instead of several times a day in a smaller dose. For these medications, your benefit plan covers only the larger dose per day.

Additional Coverage Information

Your pharmacy benefit plan may cover additional medications and supplies and may exclude medications that are otherwise listed on your formulary. Additionally, your benefit plan may include specific cost-sharing provisions for certain types of medications or may offer special deductions in cost-sharing for participating in certain health management programs. Please read this section carefully to determine additional coverage information specific to your benefit plan.

- ❖ Coverage for and/or exclusion of additional medications and supplies.
 - Your pharmacy benefit plan includes coverage for oral contraceptives.
 - Your pharmacy benefit plan does not include coverage to treat sexual dysfunction.

Products to Treat Nicotine Dependence are covered when prescribed by a physician according to the manufacturer's recommended daily dosing as well as the manufacturer's recommended length of treatment.

- Generic products will be covered at no cost share. Brand products that have a FDA-rated equivalent generic version will not be covered.
- The following dosage forms will be covered with the following length of therapy limits:
 - * Gum
 - * Patches
 - * Lozenges
 - * Oral dosage forms up to 12 weeks excluding Varenicline Tartrate (commercially available as Chantix)

One course of therapy is considered to be 12 weeks in length. You are limited to 2 quit attempts per 365 day period from the first date of treatment, for the duration of therapy set forth for all the products listed above. One course of therapy for the inhaler product is considered to be 24 weeks in length and is limited to one course per 365 day period. For more information, or to learn about the support services, please call UPMC Health Plan's MyHealth Ready to Quit Line at 1-800-807-0751

- ❖ Special Cost-Sharing Provisions for Diabetic Supplies
 - Each individual item in a group of diabetic supplies, including, but not limited to, insulin, injection aids, needles, and syringes, is subject to a separate copayment.
- ❖ Special Cost-Sharing Provisions for Choosing Brand Name Over Generic Drugs
 - According to your formulary, generic drugs will be substituted for all brand name drugs that have a generic version available.
 - If the brand-name drug is dispensed instead of the generic equivalent, you must pay the copayment associated with the brand-name drug as well as the retail price difference between the brand-name drug and the generic drug.

Creditable Coverage

UPMC Health Plan has determined that your prescription drug benefit plan, set forth in this Rider, constitutes creditable coverage in accordance with the applicable regulations established by the Centers for Medicare & Medicaid Services pursuant to the Medicare Prescription Drug Improvement and Modernization Act of 2003.

ATTACHMENT M-2

Rx EPO

PRESCRIPTION DRUG RIDER
HMO/EPO

Pursuant to this prescription drug program, you may receive coverage for prescription drugs in the amounts specified in your Prescription Drug Schedule of Benefits when you fill your prescription at a UPMC Health Plan Participating Pharmacy. All capitalized terms in this Rider shall have the same meaning set forth in your Certificate of Coverage. In the event that the terms of this Rider conflict with your Certificate of Coverage, the terms of this Rider control.

Snapshot of Your Pharmacy Benefits

To be eligible for benefits, you must purchase your outpatient prescription drugs from a participating pharmacy or through the mail-order program. The chart below shows the copayments and other benefit limitations that apply to your prescription drug program.

Dispensing Channel	Copayment Per Prescription ¹	Day Supply Limits
<ul style="list-style-type: none">○ Retail Participating Pharmacy*<ul style="list-style-type: none">- Generic- Preferred Brand- Non-Preferred Brand- Specialty Medications²	<p>\$10 per prescription</p> <p>\$20 per prescription</p> <p>\$35 per prescription</p> <p>\$35 per prescription</p>	<p>1-30</p> <p>1-30</p> <p>1-30</p> <p>1-30 (90 day retail supply available for 3 copayments*)</p>
<ul style="list-style-type: none">○ Mail-Order*<ul style="list-style-type: none">- Generic-Generic-Preferred Brand- Preferred Brand- Non-Preferred Brand- Non-Preferred Brand	<p>\$10 per prescription</p> <p>\$20 per prescription</p> <p>\$20 per prescription</p> <p>\$40 per prescription</p> <p>\$35 per prescription</p> <p>\$70 per prescription</p>	<p>1-30</p> <p>31-90</p> <p>1-30</p> <p>31-90</p> <p>1-30</p> <p>31-90</p>
<ul style="list-style-type: none">○ Specialty Medications²<ul style="list-style-type: none">- Brand or Generic	<p>\$35 per prescription</p>	<p>1-30</p>
<ul style="list-style-type: none">○ Out-of-Pocket Limits³<ul style="list-style-type: none">- Individual Coverage- Family Coverage	<p>Please refer to your medical schedule of benefits for details</p> <p>Please refer to your medical schedule of benefits for details</p>	
Refill limit: You must use 75% of your medication before you can obtain a refill.		
* Prescriptions for certain antibiotics, controlled substances (DEA Class II, III and IV), and specialty medications may be limited to a 30 day maximum supply.		
¹ If the pharmacy charges less than the applicable copayment for the prescription, you will be charged the		

lesser amount. Generic versions of contraceptives are available with no copayment.

²Not all specialty medications can be filled at a retail pharmacy, and may be restricted to a contracted specialty pharmacy. Please refer to your formulary brochure or call the Health Plan for additional details.

³Claims are covered at 100% for the remainder of the benefit period when the Out-of-Pocket limit is satisfied.

Details

- Pharmacy cost shares apply to your medical plan Out of Pocket Limit.
- The Out of Pocket Limit is Embedded:
 - The Out-of-Pocket limit per Level is satisfied in one of 2 ways — whichever comes first:
 - When an individual within a family reaches his or her individual Out-of-Pocket Limit. At this point, only that person will have benefits covered at 100% for the remainder of the benefit period.
 - When a combination of family members' expenses reaches the family Out-of-Pocket Limit. At this point, all covered family members are considered to have met the Out-of-Pocket Limit and will have benefits covered at 100% for the remainder of the benefit period.

Retail Pharmacy Network

UPMC Health Plan provides a broad retail pharmacy network which includes:

- National chain pharmacies, including: CVS Pharmacies, Giant Eagle Pharmacies, Kmart Pharmacies, Rite Aid Pharmacies, Sam's Club Pharmacies, Target Pharmacies and Wal-Mart Pharmacies.
- An extensive network of independent pharmacies and several regional chain pharmacies.

Generally, retail pharmacies may be utilized for short-term medications, such as medications prescribed to treat illnesses such as a cold, the flu or strep throat. If you use a participating retail pharmacy, the pharmacy will bill UPMC Health Plan directly for your prescription and will ask you to pay any applicable copayment, deductible, or coinsurance. Remember, UPMC Health Plan does not cover prescription drugs obtained from non-participating pharmacies. To locate a participating pharmacy near you, contact the Member Services Department at the phone number on the back of your member identification card, or visit www.upmchealthplan.com.

How to Use Participating Retail Pharmacies

- Take your prescription to a participating retail pharmacy or have your physician call in the prescription.
- Present your ID card at the pharmacy.
- Verify that your pharmacist has accurate information about you and your covered dependents (including your date of birth).
- Pay the required copayment or other cost-sharing amount for your prescription.
- Sign for and receive your prescription.

Obtaining a Refill from a Retail Pharmacy

You may purchase up to a one-month supply of a prescription drug through a participating pharmacy for one copayment or a 90 day supply for three copayments. If your physician authorizes a prescription refill, simply bring the prescription bottle or package to the pharmacy or call the pharmacy to obtain your refill.

Remember, UPMC Health Plan will not cover refills until you have used 75% of your medication. Please wait until that time to request a refill of your prescription drug. These refill guidelines apply to refills for drugs that are lost, stolen, or destroyed. Replacements for lost, stolen, or destroyed prescriptions will not be covered unless and until you would have met the 75% usage requirement set forth above had the prescription not been lost, stolen, or destroyed.

Mail-Order Pharmacy Services

Maintenance Medications:

- Generally, long-term maintenance medications may be obtained through the Express Scripts mail-order pharmacy at 1-877-787-6279. Your prescription drug program allows you to receive 90-day supplies for most prescriptions from the Express Scripts mail-order pharmacy. Certain specialty medications may be limited to a one-month supply and will generally be dispensed only from Accredo specialty pharmacy.³

³ Some common injectable medications may be available at your local retail pharmacy; however, other specialty injectables are available only through Accredo and may be subject to a one-month supply dispensing limit.

Specialty Medications:

- You and your doctor can continue to order new prescriptions or refills for specialty and injectable medications by calling 1-888-773-7376. Accredo is available Monday through Friday from 8 a.m. to 9 p.m. and Saturday from 9 a.m. to 1 p.m. to assist you. TTY users should call 1-800-955-8770.

When using the mail-order or specialty pharmacy service, you must pay your copayment or other cost-sharing amount before receiving your medicine through the mail. The copayment applies to each original prescription or refill (name-brand or generic).

How to Use the Mail-Order Service

By Mail:

- Complete the instructions on the mail-order form. A return envelope is attached to the order form for your convenience.
- Mail the completed order form with your refill slip or new prescription and your payment (check, money order, or credit card information) to ESI. All major credit cards and debit cards are accepted.

By Telephone:

- Contact the mail-order customer service at 1-877-787-6279. The Express Scripts Inc. Customer Service Center is available 24 hours a day, seven days a week to assist you. TTY users should call 1-800-899-2114.

By Internet:

You can access the Express Scripts website by logging on to UPMC Health Plan *MyHealth OnLine* at upmchealthplan.com. You may enter your user ID on the homepage in the member log in box. If you have not accessed *MyHealth OnLine* before, sign up for a personal, secure user ID and password by selecting "New user registration" in the member log in box. Instructions for signing up and accessing *MyHealth OnLine* are available on this page.

- Once you have successfully signed in, under the "Smart Healthcare" section, select the "Prescriptions" box. You can then scroll down to the "Order mail delivery for prescriptions" option, expand the menu, and choose the "Learn how to set-up a new mail-order prescription with Express Scripts" or "Refill an existing mail-order prescription." You will then be directed to the Express Scripts website securely and follow the instructions provided on their website to complete the process.
- Mail-Order Refills

If you need your long-term medication refilled, you can order your refill by phone, mail, or the Internet as set forth in the following table. Be sure to order your refill 2 to 3 weeks before the completion of your current prescription. If you have questions regarding the mail-order service, contact the Member Services Department at the phone number on the back of your member identification card or Express Scripts at 1-877-787-6279.

Refills by Phone	Refills by Mail	Refills by Internet
<ul style="list-style-type: none">- Use a touchtone-phone to order your prescription refill or inquire about the status of your order at 1-877-787-6279.- The automated phone service is available 24 hours per day. <p>When you call, provide the member identification code, birth date, prescription number, your credit card number (including expiration date), and your phone number.</p>	<ul style="list-style-type: none">- Attach the refill label (you receive this label with every order) to your mail-order form.- Pay your appropriate copayment or other cost-sharing amount via check, money order, or credit card.- Mail the form and your payment in the pre-addressed envelope.	<ul style="list-style-type: none">- Go to UPMC Health Plan <i>MyHealth OnLine</i> at www.upmchealthplan.com and see the instructions above, under "By Internet."

The Your Choice Formulary

Your Choice: The *Your Choice* formulary is a four-tier formulary consisting of a Generic tier, a Preferred brand tier, a Non-Preferred brand tier, and a Specialty drug tier. Brand drugs on the Preferred tier will be available to members at a lower cost share than non-preferred brands. Formulary high-cost medications such as biologicals and infusions are covered in the Specialty tier, which may have

stricter days'-supply limitations than the other tiers. Some medications may be subject to utilization management criteria, including but not limited to prior authorization rules, quantity limits, or step therapy. Selected medications are not covered with this formulary.

Medications Requiring Prior Authorization

Some medications may require that the physician consult with UPMC Health Plan's Pharmacy Services Department before he or she prescribes the medication for you. Pharmacy Services must authorize coverage of those medications before you fill the prescription at the pharmacy. Please see your pharmacy brochure for a listing of medications that require prior authorization.

Quantity Limits

UPMC Health Plan has established quantity limits on certain medications to comply with the guidelines established by Food and Drug Administration (FDA) and to encourage appropriate prescription and use of these medications. Also, the FDA has approved some medications to be taken once daily in a larger dose instead of several times a day in a smaller dose. For these medications, your benefit plan covers only the larger dose per day.

Additional Coverage Information

Your pharmacy benefit plan may cover additional medications and supplies and may exclude medications that are otherwise listed on your formulary. Additionally, your benefit plan may include specific cost-sharing provisions for certain types of medications or may offer special deductions in cost-sharing for participating in certain health management programs. Please read this section carefully to determine additional coverage information specific to your benefit plan.

- ❖ Coverage for and/or exclusion of additional medications and supplies.
 - Your pharmacy benefit plan includes coverage for oral contraceptives.
 - Your pharmacy benefit plan does not include coverage to treat sexual dysfunction.

Products to Treat Nicotine Dependence are covered when prescribed by a physician according to the manufacturer's recommended daily dosing as well as the manufacturer's recommended length of treatment.

- Generic products will be covered at no cost share. Brand products that have a FDA-rated equivalent generic version will not be covered.
- The following dosage forms will be covered with the following length of therapy limits:
 - * Gum
 - * Patches
 - * Lozenges
 - * Oral dosage forms up to 12 weeks excluding Varenicline Tartrate (commercially available as Chantix)

One course of therapy is considered to be 12 weeks in length. You are limited to 2 quit attempts per 365 day period from the first date of treatment, for the duration of therapy set forth for all the products listed above. One course of therapy for the inhaler product is considered to be 24 weeks in length and is limited to one course per 365 day period. For more information, or to learn about the support services, please call UPMC Health Plan's MyHealth Ready to Quit Line at 1-800-807-0751

- ❖ Special Cost-Sharing Provisions for Diabetic Supplies
 - Each individual item in a group of diabetic supplies, including, but not limited to, insulin, injection aids, needles, and syringes, is subject to a separate copayment.
- ❖ Special Cost-Sharing Provisions for Choosing Brand Name Over Generic Drugs
 - According to your formulary, generic drugs will be substituted for all brand name drugs that have a generic version available.
 - If the brand-name drug is dispensed instead of the generic equivalent, you must pay the copayment associated with the brand-name drug as well as the retail price difference between the brand-name drug and the generic drug.

Creditable Coverage

UPMC Health Plan has determined that your prescription drug benefit plan, set forth in this Rider, constitutes creditable coverage in accordance with the applicable regulations established by the Centers for Medicare & Medicaid Services pursuant to the Medicare Prescription Drug Improvement and Modernization Act of 2003.

ATTACHMENT N

Claims Experience Report for 2012-2014

Claims by Month

HACP

Service Dates between 01/01/2012 and 05/31/2014, paid through 05/31/2014

Service Date	Members	Medical	Pharmacy	Total
2012/01	594	\$207,565.61	\$56,784.65	\$264,350.26
2012/02	595	\$249,207.41	\$69,225.75	\$318,433.16
2012/03	596	\$189,858.00	\$68,773.92	\$258,631.92
2012/04	594	\$166,766.33	\$40,492.34	\$207,258.67
2012/05	596	\$173,538.58	\$40,189.04	\$213,727.62
2012/06	594	\$179,224.11	\$45,155.47	\$224,379.58
2012/07	587	\$171,674.10	\$45,594.38	\$217,268.48
2012/08	587	\$218,704.46	\$47,411.14	\$266,115.60
2012/09	587	\$179,258.70	\$43,774.06	\$223,032.76
2012/10	586	\$207,361.77	\$45,003.42	\$252,365.19
2012/11	579	\$260,690.00	\$45,970.00	\$306,660.00
2012/12	581	\$154,422.41	\$49,178.41	\$203,600.82
2013/01	590	\$149,551.76	\$49,902.37	\$199,454.13
2013/02	577	\$145,616.74	\$53,609.23	\$199,225.97
2013/03	573	\$173,889.97	\$51,232.31	\$225,122.28
2013/04	570	\$204,248.44	\$49,847.01	\$254,095.45
2013/05	573	\$192,888.88	\$52,466.72	\$245,355.60
2013/06	566	\$195,063.13	\$45,600.46	\$240,663.59
2013/07	568	\$159,637.15	\$47,846.58	\$207,483.73
2013/08	560	\$179,384.57	\$73,794.05	\$253,178.62
2013/09	556	\$286,360.07	\$48,563.12	\$334,923.19
2013/10	557	\$171,675.45	\$45,192.50	\$216,867.95
2013/11	555	\$130,898.58	\$43,027.32	\$173,925.90
2013/12	549	\$146,386.28	\$48,188.74	\$194,575.02
2014/01	548	\$184,850.32	\$42,457.98	\$227,308.30
2014/02	540	\$110,627.88	\$46,734.23	\$157,362.11
2014/03	542	\$173,384.44	\$52,160.44	\$225,544.88
2014/04	553	\$232,699.13	\$51,544.82	\$284,243.95
2014/05	558	\$335,953.74	\$44,339.09	\$380,292.83
Total:		\$5,531,388.01	\$1,444,059.55	\$6,975,447.56